

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH  
455 Golden Gate Avenue, 8<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

P.O. Box 420603

San Francisco

CA 94142-0603



TRAVEL AND SUBSISTENCE PROVISION

FOR

ELECTRICAL UTILITY LINEMAN:  
POLE RESTORATION JOURNEYMAN  
POLE RESTORATION JOURNEYMAN: AFTER 1 YEAR  
POLE RESTORATION JOURNEYMAN: AFTER 3 YEARS

SENIOR TECHNICIAN  
SENIOR TECHNICIAN: AFTER 1 YEAR  
SENIOR TECHNICIAN: AFTER 3 YEARS

POLE TREATMENT JOURNEYMAN  
POLE TREATMENT JOURNEYMAN: AFTER 1 YEAR  
POLE TREATMENT JOURNEYMAN: AFTER 3 YEARS

POLE RESTORATION AND TREATMENT  
TECHNICIAN (FIRST 6 MONTHS)  
TECHNICIAN (6-12 MONTHS)  
TECHNICIAN (THEREAFTER)

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, EL  
DORADO, FRESNO, GLENN, HUMBOLDT, IMPERIAL, INYO, KERN, KINGS, LAKE,  
LASSEN, LOS ANGELES, MADERA, MARIN, MARIPOSA, MENDOCINO, MERCED, MONO,  
MONTEREY, NAPA, NEVADA, ORANGE, PLACER, PLUMAS, RIVERSIDE, SACRAMENTO,  
SAN BENITO, SAN BERNARDINO, SAN DIEGO, SAN FRANCISCO, SAN JOAQUIN, SAN  
LUIS OBISPO, SAN MATEO, SANTA BARBARA, SANTA CLARA, SANTA CRUZ, SHASTA,  
SIERRA, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE,  
TUOLUMNE, VENTURA, YOLO, AND YUBA COUNTIES

**OSMOSE WOOD PRESERVING, INC. RECEIVED**  
**POLE TREATMENT** Department of Industrial Relations  
**AND**  
**RESTORATION AGREEMENT** JUL 25 2000

Director of Labor Statistics & Research  
Chief's Office

**AGREEMENT NAME**

Outside Pole Treatment & Restoration Agreement between Osmose Wood Preserving Inc., and Local Union 1245, AFL-CIO, I.B.E.W.

**PREAMBLE**

For the purposes of collective bargaining with respect to rates of pay, wages, hours, and other conditions of employment, the Company recognizes the Union as the exclusive representative of those employees who are employed by the Company performing work covered under the Scope of this Agreement.

**GEOGRAPHIC AREA**

Local Union 1245 is presently chartered by the International Brotherhood of Electrical Workers, AFL-CIO, to cover certain outside electrical work on Public Works Projects in States of California (except Siskiyou, Modoc and Del Norte Counties) and Nevada (except Lincoln, Clark and that part of Nye County lying South of the Mount Diablo base line). Therefore, the territorial scope of this Agreement shall uniformly cover the above area.

**SCOPE OF WORK**

Groundline evaluation, treatment, restoration and minor repair (to GO 95 guidelines) of standing wood utility poles on properties of electrical utility distribution and transmission systems owned, maintained and operated by Utility Companies, Municipalities or Government Agencies engaged in utility operations. This work shall be done by skilled personnel that have been formally trained in this specific field. The work will include the strength repair of designated reject poles using various generic mechanical products. Minor repair would include the replacement of defective or missing designated items such as guy guards, molding, pole numbers, high voltage signs, etc.

**MANAGEMENT RIGHTS**

The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall therefore have no restrictions, except those specifically provided for in the collective bargaining agreement in planning, directing, and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in

determining the need and number as well as the person who will act as Foreman or Senior Technician, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with the Agreement, in requiring all employees to observe all safety regulations and in discharging employees for proper cause.

The Employer retains the exclusive right to select individuals for the prescribed on-the-job training program which includes written and oral testing to the Employer's satisfaction.

Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

## **ARTICLE 1**

### **SECTION 1.01**

**TERM:** This Agreement shall take effect June 1, 2000, and shall remain in effect until December 31, 2002. The parties agree to meet regarding wages only during the last quarter of 2000 and 2001. The agreement will be opened for amendment or revision in all areas during the last quarter of 2002. (Amended 6/1/00)

### **SECTION 1.02**

**CHANGE:** (a) Either party desiring to change or terminate this Agreement must notify the other in writing at least 90 days prior to the anniversary date.

(b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice.

### **SECTION 1.03**

Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this Agreement, by the expiration date of this Agreement, may be submitted jointly or unilaterally to Arbitration for adjudication, as outlined in Section 7.02. Such unresolved issues or disputes shall be submitted no later than the expiration date of this Agreement, or any subsequent anniversary date. When a case is submitted to Arbitration, it shall be the responsibility of the Negotiating Committee to continue to meet weekly in an effort to reach a settlement on the local level, prior to the case being sent to Arbitration. The Arbitrator's decision shall be final and binding on both parties.

## **ARTICLE II**

### **SECTION 2.01**

**FAVORED NATIONS:** The Union agrees that if, during the life of this Agreement, it grants to any other Employer on work covered by this Agreement any better terms or

## SECTION 4.06

**PAYMENT OF WAGES:** Wages shall be paid no later than Friday for the pay period ending the previous Saturday.

### PER HOUR RATE

<u>CLASSIFICATION</u>	<u>6/1/97</u>	<u>6/1/98</u>	<u>6/1/99</u>	<u>6/1/2000</u>
Pole Restoration Foreman (working)***	18.68	19.24	19.82	<b>20.22</b>
Pole Treatment Foreman (working)***	16.44	16.93	17.44	<b>17.79</b>
Senior Technician***	12.25	12.62	13.00	<b>13.26</b>
Treatment Foreman/Trainee***	10.63	10.95	11.28	<b>11.51</b>
Treatment & Restoration Technician				
Technician - First 6 Mos.	9.08	9.35	9.63	<b>9.82</b>
Technician - 6 Mos. - 12 Mos.**	9.36	9.64	9.93	<b>10.13</b>
Technician - Thereafter**	9.63	9.92	10.22	<b>10.44</b>

All Foreman classifications engaged in training shall receive \$.50 per hour in addition to the current wage rate.

**\*\*\*Employees in the designated classifications will receive a daily living allowance of \$25.00 for each day worked. This allowance is applicable when assigned to a work location which is in excess of 60 road miles, or 1½ hour commute time, from their established residence (home base). This living allowance will be provided for a maximum of five(five months)in any one location. After (5) five months in one location this location will become your new home base. In cases where the employer directly pays the cost of lodging, or when the employee chooses to commute and not stay away from home the \$25.00 a day living allowance is not applicable. (Amended 6/1/00)**

**\*\* Employees in the designated classifications will receive a weekly living allowance of \$60.00 for each week worked. This allowance is applicable when assigned to a work location which is in excess of 60 road miles, or 1½ hour commute time, from their established residence (home base). This living allowance will be provided for a maximum of five months (five months) in any one location. After (5) five months in one location this location will become your new home base. In cases where the employer directly pays the cost of lodging, or when the employee chooses to commute and not stay away from home the \$60.00 a week living allowance is not applicable. (Amended 6/1/00)**

## SECTION 4.07

**POLE TREATMENT/FOREMAN (WORKING):** An employee who is in charge of not more than five men, including him or herself, (when assisted by a maximum of two